

ALTA COMMITMENT FOR TITLE INSURANCE

Issued By

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

NOTICE

IMPORTANT – READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

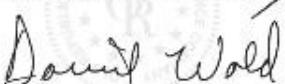
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I – Requirements; Schedule B, Part II – Exceptions; and the Commitment Conditions, **Old Republic National Title Insurance Company**, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I – Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By 
Matt Bilbrey President
Attest 
David Wold Secretary

Issued through the office of:
First American Title Company
219 East Center Street/PO Box 1310
Kalispell, MT 59901
(406)752-5388



Authorized Signature

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA ® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I – Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I-Requirements;
- (f) Schedule B, Part II-Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I – Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II – Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II – Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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ALTA Commitment for Title Insurance

Issued By

Old Republic National Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent and Office: First American Title Company 219 East Center Street/PO Box 1310 Kalispell, MT 59901
(406)752-5388

Issuing Office's ALTA ® Registry ID: 1027418

Loan ID No.:

Issuing Office Commitment/File No.: 718525-CT

Property Address: 140 Lupfer Avenue Whitefish, MT 59937

Revision No.:

SCHEDULE A

1. Commitment Date: **February 27, 2019 at 7:30 A.M.**

2. Policy (or Policies) to be issued: Premium Amount reflects applicable rate

(a) 2006 ALTA ® Standard Owner's Policy

Proposed Insured: **To Be Determined**

Proposed Policy Amount: **\$To Be Determined**

Premium Amount \$

\$

(b) 2006 ALTA ® Loan Policy

Proposed Insured:

Proposed Policy Amount: **\$0.00**

Premium Amount \$

\$

(c) ALTA ® Policy

Proposed Insured:

Proposed Policy Amount: \$

Premium Amount \$

\$

Endorsements:

3. The estate or interest in the Land described or referred to in this Commitment is fee simple.

4. The Title is, at the Commitment Date, vested in:

**State of Montana, State Board of Land Commissioners, in trust for the financial benefit of
Montana's Common public schools**

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5. The Land is described as follows:

LOT ONE (1) OF LUPFER TOWNHOUSES, ACCORDING TO THE MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CLERK AND RECORDER OF FLATHEAD COUNTY, MONTANA.

By:


Authorized Countersignature
(This Schedule A valid only when Schedule B is attached.)

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ALTA Commitment for Title Insurance

Issued By

Old Republic National Title Insurance Company

SCHEDULE B, PART I
Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. If any document in the completion of this transaction is to be executed by an attorney-in-fact, the Power of Attorney must be submitted for review prior to closing.
6. We require the attached Seller/Borrower Affidavit be completed prior to recording.

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ALTA Commitment for Title Insurance

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Old Republic National Title Insurance Company

**SCHEDULE B, PART II
Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records.
2. Any facts, rights, interests, or claims which are not shown by the Public Records but which could be ascertained by an inspection of said Land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any liens, or rights to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the Public Records.
7. Any right, title or interest in any minerals, mineral rights or related matters, including but not limited to oil, gas, coal and other hydrocarbons, sand, gravel or other common variety materials, whether or not shown by the Public Records.

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8. County road rights-of-way not recorded and indexed as a conveyance of record in the office of the Clerk and Recorder pursuant to Title 70, Chapter 21, M.C.A., including, but not limited to any right of the Public and the County of Flathead to use and occupy those certain roads and trails as depicted on County Surveyor's maps on file in the office of the County Surveyor of Flathead County.
9. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
10. 2019 taxes and special assessments are a lien; amounts not yet determined or payable. The first one-half becomes delinquent after November 30th of the current year, the second one-half becomes delinquent after May 31st of the following year.

General taxes as set forth below. Any amounts not paid when due will accrue penalties and interest in addition to the amount stated herein:

Year	1st Half	2nd Half	Parcel Number
2018	\$332.72 (PAID)	\$332.71 (NOT PAID)	74-E001265

11. All matters, covenants, conditions, restrictions, easements and any rights, interest or claims which may exist by reason thereof, disclosed by Certificate of Survey(s) No. [14561](#) and [15535](#), but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restriction violate 42 USC 3604 (c).
12. Easement for Sidewalk and Utility granted to City of Whitefish, recorded September 3, 2003 as Instrument No. [2003-246-14060](#).
13. Easement granted to Northwestern Corporation, recorded February 23, 2005 as Instrument No. [2005-054-08021](#).
14. All matters, covenants, conditions, restrictions, easements and any rights, interest or claims which may exist by reason thereof, disclosed on the recorded plat of [LUPFER TOWNHOUSES](#), but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
15. Provisions contained in that Certificate, executed by the State of Montana, Department of Health and Environmental Services, recorded as Instrument No. [2004-321-13300](#).
16. Covenants, Conditions and Restrictions recorded as Instrument No. [2005-098-13450](#), but omitting any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status, or national origin to the extent that such covenants, conditions or restrictions violate 42 USC 3604(c).
17. Reciprocal Water and Sewer Easement Agreement upon the terms, conditions and provisions contained therein:
Parties: Rusty Spur, LLC, a Montana limited liability company and Knot Design & Development, LLC
Recorded: September 5, 2008, as Instrument No. [2008-00024886](#)

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18. Resolution No. 17-38 for Special Improvement District No. 167 (Downtown Parking Structure), recorded August 23, 2017 as Instrument No. [2017-00020525](#).
19. Resolution No. 18-37 for Special Improvement District No. 167 (Downtown Parking Structure), recorded August 22, 2018 as Instrument No. [2018-00019789](#).
20. Title is to vest in a person or persons not yet disclosed and when so vested will be subject to a search of the records against his or their names.

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INFORMATIONAL NOTES

A. **LUPFER TOWNHOMES OWNERS' ASSOCIATION, INC.**
117 PARK KNOLL LANE
WHITEFISH, MT 59937

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LUPFER TOWNHOUSES

"This plat is provided solely for the purpose of assisting in locating the land, and the Company assumes no liability for variations, if any, with actual survey."

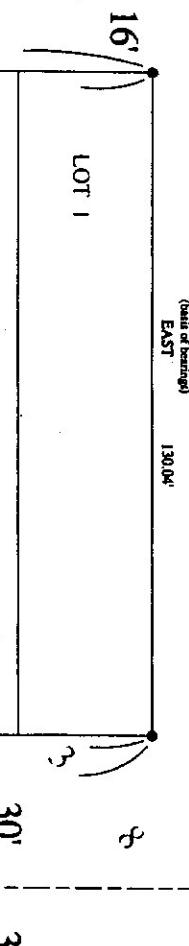
First American Title Company

1st Street

30'

1st

Street



LOT 3

EAST

130.04'

C

LOT 4

EAST

130.04' 130.04' 65.02'

boundary

LOT 3

boundary

LOT 5

boundary

LOT 4

boundary

LOT 5

boundary

LOT 3

boundary

LOT 2

boundary

LOT 1

SUBJECT

B

Lupfer

Avenue





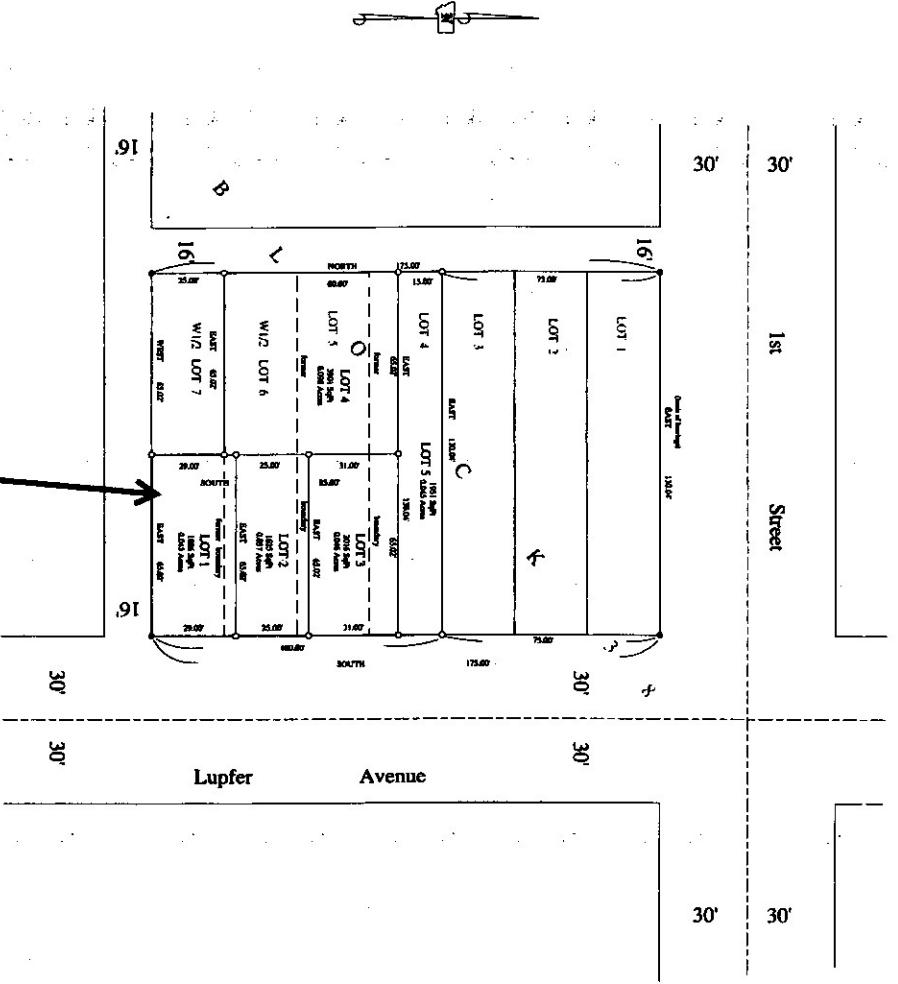
Owner: First Design and Development, LLC
Date: July 21, 2004
P.O. Box 114
Missoula, MT 59802
406-244-6800
John Coughlin
R & H Land Surveying, Inc.
1615 Second Street, Suite
PO Box 114
Missoula, MT 59802
406-244-6800

A SUBDIVISION PLAT OF **LUPFER TOWNHOUSES** NE 1/4 SECTION 36, T.31 N., R.22 W., P.M.M. FLATHEAD COUNTY, MONTANA

L-4, S. 64 1/2 E2 - 0180913

0.00 00' 00" 00"

10-12-38



CERTIFICATE OF COMPLIANCE

Mr. John Coughlin, President, First Design and Development, LLC, the individual grantor of record, do hereby certify that the above described property has been surveyed, subdivided and platted in accordance with the requirements of the Survey Law, the Subdivision Map Act and the Montana State Statutes relating thereto. The property is located in Section 36, Township 31N., Range 22W., and is described as NE 1/4 Section 36, T.31 N., R.22 W., P.M.M. The boundaries of the property are clearly marked by stakes and poles. The surveyor and recorder are the following:

[Handwritten signatures]

STATE OF MONTANA
County of Missoula

On this 21 day of July, 2004, before me, the undersigned Notary Public for the County of Missoula, personally appeared John Coughlin, whose residence is Section 36, T.31 N., R.22 W., P.M.M., and who produced his certificate of survey, and acknowledged that he has executed this instrument under seal of the First American Title Company, Inc., for the use and benefit of First American Title Company, Inc.

Notary Public for the County of Missoula
John Coughlin
#1832425

“This plot is provided solely for the purpose of assisting in locating the land, and the Company assumes no liability for variations, if any, with a actual survey.”

First American Title Company



- | | |
|---|---|
| <input checked="" type="checkbox"/> Surveyed for zoning
<input checked="" type="checkbox"/> Surveyed for zoning | <input checked="" type="checkbox"/> Surveyed for zoning
<input checked="" type="checkbox"/> Surveyed for zoning |
|---|---|

100%

SUBJECT

[Handwritten signatures]
 JOHN COUGHLIN
 First American Title Company
 1615 Second Street, Suite 114
 PO Box 114
 Missoula, MT 59802
 406-244-6800
 JCOUGHLIN
 20040721/15300
 \$750
 File 10-12-38
 COLLINSNOT

(4)

Return to:
Law Office of Diane Conradi, P.C.
P.O. Box 1424
341 Central Ave.
Whitefish, Montana 59937



200900010866
Page: 1 of 1
Fees: \$7.00
4/17/2009 4:33 PM
Paula Robinson, Flathead County MT by NC

225610-WT

WARRANTY DEED

For good and valuable consideration received, the receipt of which is hereby acknowledged, **MICHAEL L. GOGUEN, as Trustee of the MICHAEL L. GOGUEN TRUST, dated 3/28/03**, whose address is P.O. Box 1707, City of Los Altos, County of Santa Clara, State of California, Grantor, does hereby grant, sell, release, remise and convey unto the **STATE OF MONTANA, STATE BOARD OF LAND COMMISSIONERS**, in trust for the financial benefit of Montana's Common public schools, whose address is P.O. Box 201601, Helena, Montana, 59620-1601, as Grantee, and to its successors and assigns, forever, the following described real property, in Flathead County, State of Montana, to-wit:

LOT ONE (1) OF LUPFER TOWNHOUSES, ACCORDING TO THE OFFICIAL MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CLERK AND RECORDER OF FLATHEAD COUNTY, MONTANA;

SUBJECT TO existing easements and rights-of-way; reservations and exceptions in patents from the United States and the State of Montana; mineral and royalty reservations and conveyances of record; building, use, zoning, sanitary and environmental restrictions; and such other easements, restrictions and interests which are disclosed by the records of the Flathead County Clerk and Recorder; and

TOGETHER WITH all appurtenances and the reversion, remainder, rents, issues, and profits thereof; specifically including all mineral and water rights, and the said Grantors and their successors and assigns do hereby covenant that they will forever warrant and defend all rights, title and interest in and to the said premises and the quiet and peaceable possession thereof unto the said Grantee and to its successors and assigns forever, against all acts and deeds of the said Grantors and all and every person or persons, whomsoever, lawfully claiming or to claim the same.

DATED THIS 23 day of December, 2008.

MICHAEL L. GOGUEN TRUST, dated 3/28/03, Grantor

By: Michael L. Goguen
Michael L. Goguen, Trustee

STATE OF MONTANA)
County of FLATHEAD)
ss.

On this 23rd day of December, 2008, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared MICHAEL L. GOGUEN, as Trustee of the MICHAEL L. GOGUEN TRUST, dated 3/28/03, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate last above written.



Print Name: Renee Olsrz
Notary Public for the State of Montana
Residing at Whitefish
My Commission expires 11/2/2012